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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

ZUBIN LEVY,

Plaintiff,

v.

LOWE'S COMPANIES, INC.; DOES
1 to 25,

Defendants.

CASE NO.: 2:22-cv-06997 SWV (KSx)
*[Assigned to Dist. Judge Stephen V.
Wilson; Magistrate Judge Karen L.
Stevenson]*

STIPULATED PROTECTIVE ORDER

Complaint Filed: October 22, 2021

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3, below,

1 that this Stipulated Protective Order does not entitle them to file confidential
2 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
3 followed and the standards that will be applied when a party seeks permission from
4 the court to file material under seal.

5 2. GOOD CAUSE STATEMENT

6 Federal Rules of Civil Procedure, Rule 26(c)(1) states in pertinent part, that the
7 Court, upon a showing of good cause may “issue an order to protect a party from
8 annoyance, embarrassment, oppression, or undue burden or expense.” Fed.R.Civ.P.
9 26(c)(1). In the instant matter, Defendant Lowe’s Home Centers, LLC’s Confidential
10 Documents contain proprietary and confidential trade secret information relating to
11 Defendant Lowe’s Home Centers, LLC’s business practices, its safety protocol, and
12 surveillance videos. Defendant Lowe’s Home Centers, LLC. (“Defendant” or
13 “Lowe’s”) derives independent economic value from maintaining the confidentiality
14 of the policies and procedures set forth in these Confidential Documents.

15 Defendant is a retailer in the home improvement industry and has conducted
16 business in California since 1998. The home improvement retail industry is very
17 competitive. As a result of years of investing time and money in research and
18 investigation, Defendant developed the policies contained in the Confidential
19 Documents for the purposes of maintaining the security of its facilities, providing
20 quality customer service, and ensuring the safety of its employees, customers, and
21 other invitees. These policies and procedures, as memorialized in the Confidential
22 Documents, were created and generated by Lowe’s for Lowe’s, and are used for the
23 purposes of maintaining safety at its stores and creating efficient and organized work
24 environments for its employees. As a result, Defendant is able to minimize the waste
25 of any resources, which is a key factor in generating profitability for its business.
26 Defendant derives economic value from maintaining the secrecy of its Confidential
27 Documents. If disclosed to the public, the trade secret information contained in
28 Defendant’s Confidential Documents would reveal Defendant’s internal operations

1 and could potentially be used by competitors as a means to compete for its customers,
2 interfere with its business plans and thereby gain unfair business advantages. If
3 Defendant's safety protocol were revealed to the general public, it would hinder
4 Defendant's ability to effectively resolve and minimize liability claims, and its goal of
5 protecting its customers and employees from theft and other crimes. Unrestricted or
6 unprotected disclosure of such information would result in prejudice or harm to
7 Defendant by revealing Lowe's competitive confidential information, which has been
8 developed at the expense of Lowe's and which represents valuable tangible and
9 intangible assets. Accordingly, the parties respectfully submit that there is good cause
10 for the entry of this Protective Order.

11 This action also is likely to involve trade secrets, customer and pricing lists and
12 other valuable research, development, commercial, financial, technical and/or
13 proprietary information for which special protection from public disclosure and from
14 use for any purpose other than prosecution of this action is warranted, including but
15 not limited to such information relating to Plaintiff's claims of loss of earnings and
16 earnings capacity as a consequence of the injury alleged to be caused by Lowe's in
17 this case. Such confidential and proprietary materials and information consist of,
18 among other things, confidential business or financial information, information
19 regarding confidential business practices, or other confidential research,
20 development, or commercial information (including information implicating privacy
21 rights of third parties), information otherwise generally unavailable to the public, or
22 which may be privileged or otherwise protected from disclosure under state or federal
23 statutes, court rules, case decisions, or common law. Additionally, this action is likely
24 to involve medical billings, information concerning health care and medical treatment
25 of the Plaintiff, psychological treatment of the Plaintiff, and other matters concerning
26 the Plaintiff's physical and mental health that are sensitive or considered to be
27 confidential. Accordingly, to expedite the flow of information, to facilitate the prompt
28 resolution of disputes over confidentiality of discovery materials, to adequately protect

1 information the parties are entitled to keep confidential, to ensure that the parties are
2 permitted reasonable necessary uses of such material in preparation for and in the
3 conduct of trial, to address their handling at the end of the litigation, and serve the ends
4 of justice, a protective order for such information is justified in this matter. It is the
5 intent of the parties that information will not be designated as confidential for tactical
6 reasons and that nothing be so designated without a good faith belief that it has been
7 maintained in a confidential, non-public manner, and there is good cause why it should
8 not be part of the public record of this case.

9 3. DEFINITIONS

10 3.1 Action: Zubin Levy v. Lowe's Companies, Inc., et al., Case No.: 2:22-
11 cv-06997 SWV (KSx).

12 3.2 Challenging Party: a Party or Non-Party that challenges the designation
13 of information or items under this Order.

14 3.3 "CONFIDENTIAL" Information or Items: information (regardless of
15 how it is generated, stored or maintained) or tangible things that qualify for protection
16 under Federal Rule of Civil Procedure 26(c), and as contemplated above in the Good
17 Cause Statement.

18 3.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
19 support staff).

20 3.5 Designating Party: (a) a Party or Non-Party that designates information
21 or items that it produces in disclosures or in responses to discovery as
22 "CONFIDENTIAL," or (b) a Party that designates as "CONFIDENTIAL" information
23 or items which relate, in whole or part, to said Party, that any other Producing Party
24 produces in disclosures or in responses to discovery.

25 3.6 Disclosure or Discovery Material: all items or information, regardless of
26 the medium or manner in which they are generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery in this matter.

1 3.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in or in connection with this Action.

4 3.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 3.9 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 3.10 Outside Counsel of Record: attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm which
12 has appeared on behalf of that party, and includes support staff.

13 3.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 3.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 3.13 Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
21 their employees and subcontractors.

22 3.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 3.15 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 4. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected
28 Material (as defined above), but also (1) any information copied or extracted from

1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
2 Material; and (3) any testimony, conversations, or presentations by Parties or their
3 Counsel that might reveal Protected Material. This Stipulated Protective Order is
4 intended to supplement and provide additional protections beyond the Court's
5 standing protective order, if any. Any use of Protected Material at trial shall be
6 governed by the orders of the trial judge. This Order does not govern the use of
7 Protected Material at trial.

8 5. DURATION

9 Even after final disposition of this litigation, the confidentiality obligations
10 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
11 in writing or a court order otherwise directs. Final disposition shall be deemed to be
12 the later of (1) dismissal of all claims and defenses in this Action, with or without
13 prejudice; and (2) final judgment herein after the completion and exhaustion of all
14 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
15 for filing any motions or applications for extension of time pursuant to applicable law.
16 With respect to any Protected Material retained by Counsel, including, but not limited
17 to, archival copies of pleadings, motion papers, trial, deposition and hearing
18 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
19 reports, attorney work product, and consultant and expert work product, this Order
20 shall remain in full force in effect for as long as those materials are retained by
21 Counsel.

22 6. DESIGNATING PROTECTED MATERIAL

23 6.1 Exercise of Restraint and Care in Designating Material for Protection.

24 Each Party or Non-Party that designates information or items for protection
25 under this Order must take care to limit any such designation to specific material that
26 qualifies under the appropriate standards. The Designating Party must designate for
27 protection only those parts of material, documents, items, or oral or written
28 communications that qualify so that other portions of the material, documents, items,

1 or communications for which protection is not warranted are not swept unjustifiably
2 within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations
4 that are shown to be clearly unjustified or that have been made for an improper purpose
5 (e.g., to unnecessarily encumber the case development process or to impose
6 unnecessary expenses and burdens on other parties) may expose the Designating Party
7 to sanctions.

8 If it comes to a Designating Party's attention that information or items that it
9 designated for protection do not qualify for protection, that Designating Party must
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.
11 Any Party may designate information or items for protection under this Order, whether
12 or not such Party is the Producing Party, if the information or items to be so designated
13 relates, in whole or part, to said Party.

14 6.2 Manner and Timing of Designations. Except as otherwise provided in
15 this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
17 under this Order must be clearly so designated before the material is disclosed or
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix at a minimum, the legend
23 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
24 contains protected material. If only a portion or portions of the material on a page
25 qualifies for protection, the Producing Party also must clearly identify the protected
26 portion(s) (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents available for inspection
28 need not designate them for protection until after the inspecting Party has indicated

1 which documents it would like copied and produced. During the inspection and before
 2 the designation, all of the material made available for inspection shall be deemed
 3 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
 4 copied and produced, the Producing Party must determine which documents, or
 5 portions thereof, qualify for protection under this Order. Then, before producing the
 6 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
 7 to each page that contains Protected Material. If only a portion or portions of the
 8 material on a page qualifies for protection, the Producing Party also must clearly
 9 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

10 (b) for testimony given in depositions that the Designating Party identify
 11 the Disclosure or Discovery Material on the record, before the close of the deposition
 12 all protected testimony.

13 (c) for information produced in some form other than documentary and for
 14 any other tangible items, that the Producing Party affix in a prominent place on the
 15 exterior of the container or containers in which the information is stored the legend
 16 “CONFIDENTIAL.” If only a portion or portions of the information warrants
 17 protection, the Producing Party, to the extent practicable, shall identify the protected
 18 portion(s).

19 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 20 failure to designate qualified information or items does not, standing alone, waive the
 21 Designating Party’s right to secure protection under this Order for such material. Upon
 22 timely correction of a designation, the Receiving Party must make reasonable efforts
 23 to assure that the material is treated in accordance with the provisions of this Order.

24 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
 26 designation of confidentiality at any time that is consistent with the Court’s Scheduling
 27 Order.

28 7.2 Meet and Confer. The Challenging Party shall initiate the dispute

1 resolution process under Local Rule 37.1 et seq.

2 7.3 Burden of Persuasion. The burden of persuasion in any such challenge
3 proceeding shall be on the Designating Party. Frivolous challenges, and those made
4 for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens
5 on other parties) may expose the Challenging Party to sanctions. Unless the
6 Designating Party has waived or withdrawn the confidentiality designation, all parties
7 shall continue to afford the material in question the level of protection to which it is
8 entitled under the Producing Party's designation until the Court rules on the challenge.

9 8. ACCESS TO AND USE OF PROTECTED MATERIAL

10 8.1 Basic Principles. A Receiving Party may use Protected Material that is
11 disclosed or produced by another Party or by a Non-Party in connection with this
12 Action only for prosecuting, defending, or attempting to settle this Action. Such
13 Protected Material may be disclosed only to the categories of persons and under the
14 conditions described in this Order. When the Action has been terminated, a Receiving
15 Party must comply with the provisions of section 14 below (FINAL DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party at a
17 location and in a secure manner that ensures that access is limited to the persons
18 authorized under this Order.

19 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
20 otherwise ordered by the court or permitted in writing by the Designating Party, a
21 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
22 only to:

23 (a) the Receiving Party's Outside Counsel of Record in this Action, as
24 well as employees of said Outside Counsel of Record to whom it is reasonably
25 necessary to disclose the information for this Action;

26 (b) the officers, directors, and employees (including House Counsel) of
27 the Receiving Party to whom disclosure is reasonably necessary for this Action;

28 (c) Experts (as defined in this Order) of the Receiving Party to whom

disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a party hereto (including any who has signed Exhibit A) is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order

1 to issue in the other litigation that some or all of the material covered by the subpoena
 2 or order is subject to this Protective Order. Such notification shall include a copy of
 3 this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be
 5 pursued by the Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the party served with
 7 the subpoena or court order shall not produce any information designated in this
 8 Action as “CONFIDENTIAL” before a determination by the court from which the
 9 subpoena or order issued, unless the party has obtained the Designating Party’s
 10 permission. The Designating Party shall bear the burden and expense of seeking
 11 protection in that court of its confidential material and nothing in these provisions
 12 should be construed as authorizing or encouraging a Receiving Party in this Action to
 13 disobey a lawful directive from another court.

14 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 15 PRODUCED IN THIS LITIGATION

16 10.1 The terms of this Order are applicable to information produced by a Non-
 17 Party in this Action and designated as “CONFIDENTIAL.” Such information
 18 produced by Non-Parties in connection with this litigation is protected by the remedies
 19 and relief provided by this Order. Nothing in these provisions should be construed as
 20 prohibiting any Party or Non-Party from seeking additional protections.

21 10.2 In the event that a Party is required, by a valid discovery request, to
 22 produce a Non-Party’s confidential information in its possession, and the Party is
 23 subject to an agreement with the Non-Party not to produce the Non-Party’s
 24 confidential information, or the confidential information has been designated for
 25 protection by another Designating Party, then the Party shall: (a) promptly notify in
 26 writing the requesting party and the Non-Party and, if applicable the Designating
 27 Party, that some or all of the information requested is subject to a confidentiality
 28 agreement with a Non-Party and, if applicable, has been designated for protection

1 under this Order by a Designating Party; (b) promptly provide the requesting party and
2 the Non-Party and, if applicable, the other Designating Party, with a copy of the
3 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
4 reasonably specific description of the information requested; and (c) make the
5 information requested available for inspection by the Non-Party and, if applicable, the
6 other Designating Party, if requested.

7 10.3 If the Non-Party or, if applicable, the other Designating Party fails to seek
8 a protective order from this court within 14 days of receiving the notice and
9 accompanying information, the Receiving Party may produce the Non-Party's
10 confidential information responsive to the discovery request. If the Non-Party or, if
11 applicable, other Designating Party timely seeks a protective order, the Receiving
12 Party shall not produce any information in its possession or control that is subject to
13 the confidentiality agreement with the Non-Party or which has been designated by
14 another Designating Party for protection under this Order before a determination by
15 the court. Absent a court order to the contrary, the Non-Party or, if applicable, the
16 other Designating Party, shall bear the burden and expense of seeking protection in
17 this court of its Protected Material.

18 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
20 Protected Material to any person or in any circumstance not authorized under this
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
22 writing the Designating Party of the unauthorized disclosures, (b) use its commercially
23 reasonable best efforts to retrieve all unauthorized copies of the Protected Material, (c)
24 inform the person or persons to whom unauthorized disclosures were made of all the
25 terms of this Order, and (d) request such person or persons to execute the
26 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

27 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
28 PROTECTED MATERIAL

1 When a Producing Party or Designating Party gives notice to Receiving Parties
2 that certain inadvertently produced material is subject to a claim of privilege or other
3 protection, the obligations of the Receiving Parties are those set forth in Federal Rule
4 of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever
5 procedure may be established in an e-discovery order that provides for production
6 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e),
7 insofar as the parties reach an agreement on the effect of disclosure of a
8 communication or information covered by the attorney-client privilege or work
9 product protection, the parties may incorporate their agreement in the stipulated
10 protective order submitted to the court.

11 13. MISCELLANEOUS

12 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
13 person to seek its modification by the Court in the future.

14 13.2 Right to Assert Other Objections. By stipulating to the entry of this
15 Protective Order no Party waives any right it otherwise would have to object to
16 disclosing or producing any information or item on any ground not addressed in this
17 Stipulated Protective Order. Similarly, no Party waives any right to object on any
18 ground to use in evidence of any of the material covered by this Protective Order.

19 13.3 Filing Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
21 only be filed under seal pursuant to a court order authorizing the sealing of the specific
22 Protected Material at issue. If a Party's request to file Protected Material under seal is
23 denied by the court, then the Receiving Party may file the information in the public
24 record unless otherwise instructed by the court.

25 14. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in paragraph 5, within 60
27 days of a written request by the Designating Party, each Receiving Party must return
28 all Protected Material to the Producing Party or destroy such material. As used in this

1 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
2 summaries, and any other format reproducing or capturing any of the Protected
3 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
4 must submit a written certification to the Producing Party (and, if not the same person
5 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
6 category, where appropriate) all the Protected Material that was returned or destroyed
7 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
8 compilations, summaries or any other format reproducing or capturing any of the
9 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
10 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
11 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
12 attorney work product, and consultant and expert work product, even if such materials
13 contain Protected Material. Any such archival copies that contain or constitute
14 Protected Material remain subject to this Protective Order as set forth in Section 4
15 (DURATION).

16 15. VIOLATIONS; STIPULATION BINDING.

17 Any violation of this Order may be punished by any and all appropriate
18 measures including, without limitation, contempt proceedings and/or monetary
19 sanctions. The parties hereto agree to be bound by this Order as if it had been entered
20 by the court pending the court’s entry of a final Order.

21 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
22 SIGNATURE BLOCK FOLLOWS]
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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

2
3 JONATHAN LEE BORSUK PC

4
5 Dated: 2/7/2023

6 By: /s/Jonathan Lee Borsuk
7 JONATHAN LEE BORSUK
8 Attorneys for Plaintiff, ZUBIN
9 LEVY

10 THARPE & HOWELL, LLP

11 Dated: 2/7/2023

12 By: /s/Roger W. Backlar
13 STEPHANIE FORMAN
14 ROGER W. BACKLAR
15 Attorneys for Defendant,
16 LOWE'S HOME CENTERS, LLC

17 *Roger W. Backlar, the filer of this document, attests that all other signatories listed above, and*
18 *on whose behalf this filing is submitted, concur in the filing's content and have authorized the*
19 *filing, pursuant to L.R. 5-4.3.4(a)(2)(i).*
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1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2
3 DATED: February 8, 2023

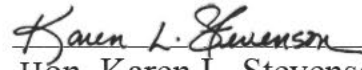

Hon. Karen L. Stevenson
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, [print or type full name] of
_____, [print or type full address]

declare under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court for
the Central District of California on _____ [date] in the case of Zubin
Levy v. Lowe's Companies, Inc., et al., Case No.: 2:22-cv-06997 SWV (KSx), I
agree to comply with and to be bound by all the terms of this Stipulated Protective
Order and I understand and acknowledge that failure to so comply could expose me
to sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print
or type full address and telephone number] as my California agent for service of
process in connection with this action or any proceedings related to enforcement of
this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____